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9 IN THE UNITED STATES DISTRICT COURT
10 FOR THE CENTRAL DISTRICT OF CALIFORNIA
11 SOUTHERN DIVISION

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13 SHARON COBB, et al., individually
14 and on behalf of all others similarly
situated,

15 Plaintiffs,

16 vs.

17 BSH HOME APPLIANCES
18 CORPORATION, a Delaware
Corporation,

19 Defendant.
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Case No. SACV10-711 DOC (ANx)

~~PROPOSED~~ FINAL JUDGMENT

Judge: Hon. David O. Carter

1 IT IS HEREBY ADJUDGED AND DECREED THAT:

2 1. This Judgment incorporates by reference the definitions in the
3 Settlement Agreement and Release fully executed on December 12, 2014 (Dkt.
4 363-1) (“Settlement Agreement”), and all terms used herein shall have the same
5 meanings as set forth in the Settlement Agreement unless set forth differently
6 herein. The terms of the Settlement Agreement are fully incorporated in this
7 Judgment as if set forth fully here.

8 2. On February 27, 2015, Plaintiffs filed two motions in this action,
9 *Cobb, et al. v. BSH Home Appliances Corp.*, Case No. SACV10-711-DOC (ANX)
10 (“the Action”): a) Motion for Final Approval of Class Action Settlement (Dkt.
11 373); and b) Plaintiffs’ Motion for Attorney’s Fees and Reimbursement of
12 Expenses, and Plaintiffs’ Request for Service Awards (Dkt. 372) (“Motions”). The
13 Motions duly came on for hearing on June 8, 2015. On July 27, 2015, the Court
14 issued its Order Granting the Motions (Dkt. 401) (“Final Approval Order”).

15 3. For the reasons stated in the Final Approval Order, judgment is
16 entered in accordance therewith.

17 4. The Settlement Class, as defined in the Settlement Agreement is
18 certified.

19 5. The objections of Bobby Ameen, Charles Moore, Roger Kerr, Jeffrey
20 Rudy, Robert and Robin Munoz and Joseph McLaughlin are overruled for the
21 reasons stated in the Final Approval Order. In addition, Joseph McLaughlin’s
22 objection is overruled for being untimely.

23 6. Eppsteiner & Fiorica Attorneys, LLP; Lieff Cabraser, Heimann and
24 Bernstein; and Levin, Fishbein, Sedran and Berman are confirmed as Class
25 Counsel.
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1 7. Beverly Gibson, Dennis Demereckis, Trisha Isabella, and Nancy
2 Wentworth are confirmed as the Class Representatives for the Settlement Class.

3 8. The settlement proposed by Plaintiffs is Finally Approved. The Final
4 Approval Order is incorporated herein by reference.

5 9. Defendant shall timely pay all Class Members that have filed timely
6 and valid claims, pursuant to the terms and conditions of the Settlement
7 Agreement.

8 10. The list of persons excluded from the Settlement Class because they
9 submitted valid requests for exclusion (“Exclusions”), was filed as Exhibit 1A to
10 Plaintiffs’ Reply In Support of Motions for Final Approval Of Class Action
11 Settlement, Attorneys’ Fees and Costs, and Class Representative Service Awards.
12 (Dkt. 379-1). Persons who submitted timely, completed Exclusions are not bound
13 by this Final Judgment. However, such persons are not entitled to any rights or
14 benefits provided to the Settlement Class by the terms of the approved settlement
15 or this Final Judgment.

16 11. All Settlement Class members, which excludes those persons who
17 have timely and validly filed exclusions, are bound by this Judgment and by the
18 terms of the Settlement Agreement, including the scope of the Released Claims
19 described in Section VIII of the Settlement Agreement.

20 12. Class Counsel’s application for an award of attorneys’ fees in the
21 amount of \$4,188,981.61, reimbursement of expenses in the amount of
22 \$2,311,018.39, and incentive awards in the amount of \$5,000.00 for each Class
23 representative is GRANTED. Class Counsel’s attorneys’ fees, reimbursement of
24 expenses, and the Plaintiffs’ incentive awards shall be paid in accordance with the
25 schedules set forth in Sections VI and VII of the Settlement Agreement and Exhibit
26 2, thereto.
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1 13. The awarded attorneys' fees and costs shall be transferred into an
2 account or accounts as designated by Class Counsel for the benefit of Class
3 Counsel pursuant to the terms, conditions and obligations of the Settlement
4 Agreement.

5 14. The awarded fees and expenses shall be paid to Class Counsel for
6 distribution in a manner that reflects each law firm's relative contribution to the
7 prosecution of this litigation. The Court authorizes the firms of Eppsteiner &
8 Fiorica Attorneys, LLP and Lieff Cabraser Heimann & Bernstein, LLP to allocate
9 the fee award among the Class Counsel firms.

10 15. The Released Claims, as that phrase is defined in Section VIII of the
11 Settlement Agreement, are released.

12 16. Without affecting the finality of the Final Approval Order or this Final
13 Judgment, the Court reserves exclusive jurisdiction as to all matters related to
14 administration, consummation, enforcement, and interpretation of the Settlement,
15 the Settlement Agreement, the Final Approval Order and this Final Judgment,
16 including, without limitation, for the purpose of:

- 17 a. enforcing the terms and conditions of the Settlement and resolving
18 any disputes, claims, or causes of action that, in whole or in part, are
19 related to or arise out of the Settlement, the Settlement Agreement, the
20 Final Approval Order or this Final Judgment (including, without
21 limitation, whether a person or entity is or is not a Class Member and
22 whether claims or causes of action allegedly related to the Action are
23 or are not barred or released by this Final Approval Order or this Final
24 Judgment and the Settlement);
- 25 b. entering such additional orders, if any, as may be necessary or
26 appropriate to protect or effectuate the Settlement, the Settlement
27 Agreement, the Final Approval Order or this Final Judgment, or to
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- 1 ensure the fair and orderly administration of the Settlement;
- 2 c. entering any other necessary or appropriate orders to protect and
- 3 effectuate the Court's retention of continuing jurisdiction; and
- 4 d. ordering any additional discovery regarding objections to the
- 5 Settlement and presiding over any motions for appeal bonds;

6 17. The Action is hereby dismissed with prejudice in its entirety, except to

7 the extent that this Court retains continuing jurisdiction as stated above. Except as

8 expressly set forth in the Settlement Agreement, or as granted by the Final

9 Approval Order or this Final Judgment, it is adjudged that Plaintiffs and all Class

10 Members take only those moneys and benefits as provided in the Settlement

11 Agreement, and their claims, as asserted in this lawsuit, are hereby dismissed with

12 prejudice. There is no just cause to delay appeal or enforcement of the Final

13 Approval Order or this Final Judgment.

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15 **IT IS SO ORDERED.**

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17 Dated: August 4, 2015

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 19 HON. DAVID O. CARTER
 20 U.S. DISTRICT COURT JUDGE

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